

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**CAN'T STOP PRODUCTIONS, INC.,**

**Plaintiff,**

**-against-**

**SIXUVUS, LTD., ERIC ANZALONE,  
ALEXANDER BRILEY, FELIPE ROSE,  
JAMES F. NEWMAN, RAYMOND SIMPSON,  
and WILLIAM WHITEFIELD,  
Defendants,**

**7:17-cv-06513-CS**

**DECLARATION OF  
SAL MICHAELS**

**KAREN L. WILLIS dba HARLEM WEST  
ENTERTAINMENT**

**Intervenor.**  
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Pursuant to 28 U.S.C. 1746, Sal Michaels, under penalty of perjury, swears to the truth of the following statements:

1. I am the owner and CEO of Pyramid Entertainment Group ("Pyramid"), a boutique music talent booking agency, which books live performances for musical artists. I make this declaration in support of Intervenor Karen Willis d/b/a Harlem West Entertainment ("Intervenor") to immediately Stay the Temporary Restraining Order entered in this action on December 14, 2017. I have personal knowledge of the facts and circumstances set forth herein.

2. Intervenor has recently assembled a group of performers, including Victor Willis, the original lead singer of the iconic 1970s group, Village People, to put on live performances of songs originally performed by Victor Willis under the auspices of Village People.

3. Pyramid was the booking agent for the Sixuvus, Ltd., from July 2015 to June 2017. During that period, I booked a substantial portion of the Sixuvus Village People live performances.

4. On June 1, 2017, I was contacted by Deborah Crawford of the Sixuvus. She informed me that the Sixuvus had lost their license to perform live shows under the Village People mark. Felipe Rose, president of the Sixuvus later confirmed this as true and that the new rights owner for use of the Village People mark for purposes of live performances is Harlem West Entertainment.

5. I was then instructed by Crawford and Rose to accept no further bookings for the Sixuvus live Village People performances. The Sixuvus further informed me that they would however complete and perform all shows booked by me prior to June 1, 2017.

6. This came as quite a shock to me, but I had no choice but to do as I was instructed. I therefore booked no further shows for Sixuvus after June 1, 2017 per their instructions. I am informed and believe that the Sixuvus other agents all followed suit.

7. The Sixuvus further informed me that they would however perform all shows contracted by me prior to June 1, 2017.

8. As direct result of the Sixuvus notice to me, I terminated my business relations with them and sought to represent the current licensee of the Village People mark, Harlem West Entertainment.

9. William Morris Endeavour likewise confirmed to me that they too had been put on notice by Sixuvus that the Sixuvus had lost their right to perform as Village People and that they subsequent was no longer representing the Sixuvus.

10. If two promoters are promoting different groups using the same performance moniker it will create confusion among the general public and within the entertainment industry. It also creates a conflict with any potential radius clause that become part of the performance contract. Each promoter that books an artist stipulates within their deal that the artist cannot perform other public shows within a certain time frame and mileage within their booking. If another promoter is also advertising Village People it will become problematic and it can result in the promoter(s) canceling one or both bookings. Furthermore, since both groups are performing the same catalogue of hits a promoter may choose to hire the cheaper option resulting in loss of business for Village People featuring Victor Willis.

11. On August 25, 2017, I was contacted by the Walt Disney World Resorts representative I work with to book an upcoming performance by Village People featuring Victor Willis at Epcot Center in Orlando. The talent buyer for Disney world resorts informed me December 20, 2017 that the Sixuvus representative Deborah Crawford had contacted him in efforts to interfere with the already contracted Village People featuring Victor Willis performance. The talent buyer informed me that Deborah Crawford communicated to him that Sixuvus still exists and still performing and want consideration for the Disney show. He expressed concerns upon hearing this and that there would be legal problems due to the competing entities. He made it clear he did not want to be dragged into a legal battle

between the two and mentioned if it continued he would have to take that into consideration on deciding whether to rebook the village people.

12. On October 30, 2017, I had finalized an agreement and issued a contract for Village People featuring Victor Willis to perform at the Texan Theatre. I have complete documentation of all written communication between myself and the theaters booking representative.

13. On December 12, 2017 I was informed by the theater that Sixuvus have been in contact with both the theater and booking representative which resulted in their withdrawal from our agreement. After which I was informed they replaced Village People featuring Victor Willis w/ Sixuvus featuring Ray Simpson for a lower price.

14. The Sixuvus is using the TRO to the interfere with Harlem West Entertainment existing shows, and they are using the TRO to bring about major public confusion over who buyers should book as Village People. This problem did not exist prior to the TRO because all the buyers knew that the Sixuvus was no longer entitled to book shows for live Village People performances and that as of June 1, 2017 Harlem West Entertainment was the exclusive source for Village People performances per the Sixuvus notice to all of their booking agents including me.

Sworn to Under Penalty of Perjury Pursuant to 28 U.S.C. § 1746.

Dated: New York, New York  
January 11, 2018

  
SAL MICHAELS  
Pyramid Entertainment